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Motion Date: October 17, 2020
Motion Time: 9:00 a.m.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:

Chapter 13

AARON FISCHMAN,

Case No. 23-35660 (cgm)

Debtor.

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Declaration in Support of Debtor's Motion to Enforce the Automatic Stay

Avraham Barzel duly affirms under the penalty of perjury and states upon personal knowledge that:

1. I am an attorney duly admitted to practice before the judiciary of the State of Israel with law offices located at King George St 59, Jerusalem, Israel 942125. I submit this Affirmation in support of the Aaron Fischman's (the "Debtor") motion to enforce the automatic stay imposed by 11 U.S.C. §362(a)

2. I represent the Debtor in an enforcement of judgments proceeding in the State of Israel which was initiated by Shalom Maidenbaum ("Maidenbaum") against the Debtor.

3. I understand that Maidenbaum claims to be a judgment creditor against the debtor arising from four confession of judgments in the following actions in Nassau County Sup. Ct.

- a. *Shalom S. Maidenbaum, v. Cardis Enterprises International, B.V., Cardis Enterprises International, N.V., Cardis Enterprises International (USA), Inc., Choshen Israel LLC and Aaron Fischman*, Index No. 604610/2016 in the amount of \$2,000,000;

- b. *Shalom S. Maidenbaum, v. Cardis Enterprises International, B.V., Cardis Enterprises International, N.V., Cardis Enterprises International (USA), Inc., Choshen Israel LLC and Aaron Fischman*, Index. 604766/2016 in the amount of \$275,000
 - c. *Shalom S. Maidenbaum, v. Aaron Fischman*, Index. 604767/2016 in the amount of \$250,000;
 - d. *Shalom S. Maidenbaum v. Aaron Fischman*, Index. 604768/2016 in the amount of \$50,000.

(collectively, the “COJ Actions”).

4. Each of the COJ Actions arise from a purported debt allegedly tendered in 2015.

5. On or about August 20, 2007, Nina Fischman duly purchased a home in the State of Israel (the “Israeli Home”) in her sole name.

6. At all relevant times, the monies used to purchase the Israeli Home and its title were always in the exclusive possession of Nina Fischman.

7. On or about September 9, 2018, Shalom Maidenbaum sought to register the confessions of judgment in the District Court of Jerusalem Case under the case number, 23366-09-18, which was granted March 31, 2019.

8. On April 29, 2019, Shalom Maidenbaum initiated an action in the District Court of Jerusalem under the case number 56273-04-19 to declare the Israeli Home as marital property and therefore, under Israeli law, an asset that could be liquidated to satisfy the Debtor’s purported obligations to Maidenbaum.

9. On September 2, 2022, the District Court of Jerusalem entered judgment declaring that the Israeli Home can be liquidated to satisfy the Debtor’s purported obligations to Maidenbaum.

10. On December 22, 2022, Maidenbaum initiated enforcement proceedings against the Debtor, seeking to sell the Israeli Home to satisfy the purported debts.

11. On August 2, 2023, Choshen Israel LLC, a co-debtor to the confessions of judgment, filed a voluntary petition seeking relief under chapter 11 of the Bankruptcy Code, S.D.N.Y Caser No. 23-35636 (cgm).

12. On August 10, 2023, the Debtor filed a *pro se* voluntary petition seeking relief under chapter 13 of the of the Bankruptcy Code, S.D.N.Y Caser No. 23-35660 (cgm).

13. On March 13, 2023, I notified Maidenbaum and his attorneys that Choshen Israel LLC, is protected by the automatic bankruptcy stay and their actions to liquidate the Israeli Home violates the stay. Attached as Exhibit A is a true copy of the notification that I made.

14. Maidenbaum responded that they will continue with enforcement of the judgments to liquidate the Israeli Home. He accused the Debtor of seeking to delay enforcement of the judgments. Attached as Exhibit B is a true copy of the response by Maidenbaum.

15. Thereafter, on September 19, 2023, the District Court of Jerusalem entered a decision approving selling the Israeli Home in order to satisfy the confessions of judgments. Attached as an Exhibit C is a true copy of the decision authorizing selling the debtor's property.

16. The automatic stay in the Debtor's chapter 13 case applies to all property owned by the Debtor, wherever located. 11 U.S.C. §541(a). Maidenbaum's continued collection actions against the Debtor and the Israeli Home are a violation of the automatic stay. The Debtor asks this Court to enforce the automatic stay.

Dated: Jerusalem, Israel
September 20, 2023

/s/ Avraham Barzel

Avraham Barzel, Esq.
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